

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -
ENPI/2017/394-338
(the 'Contract')

The European Union, represented by the European Commission, (the 'Contracting Authority')

of the one part,

and

Freedom of Information Center of Armenia (FOICA), LEF No 6000409660
Registration number: 21117101863
Address: P. Buzand Street 1/3, Yerevan 0010, Armenia
VAT number: AM02568394

hereinafter the "Coordinator"

and

European Journalism Centre, LEF No 6000056130
Registration number: 41078390
Address: Oranjeplein 106, 6224KV Maastricht, The Netherlands
VAT number: NL801529566B01

who have conferred powers of attorney for the purposes of the signature of the agreement to the Coordinator¹, collectively referred to as "Beneficiaries" where a provision applies without distinction to the Coordinator and the co-Beneficiaries

the 'Parties'

of the other part,

have agreed as follows:

¹ Model mandate provided in Annex A to the guidelines for applicants

Special conditions

Article 1 — Purpose

- 1 The purpose of this Contract is the award of a grant by the Contracting Authority to finance the implementation of the action entitled: "**Access to information and investigative journalism for better informed citizens**" (the 'Action') described in Annex I.
- 2 The Beneficiaries shall be awarded the grant on the terms and conditions set out in this Contract, which consists of these special conditions (the 'Special Conditions') and the annexes, which the Beneficiaries hereby declare they have noted and accepted.
- 3 The Beneficiaries accept the grant and undertake to be responsible for carrying out the Action.

Article 2 — Implementation period of the Action

- 1 This Contract shall enter into force on the date when the second of the two Parties signs.
- 2 Implementation of the Action shall begin on the first day of the month following the date on which the first instalment of pre-financing is paid by the Contracting Authority.
- 3 The implementation period of the Action, as laid down in Annex I, is 20 months.
- 4 The execution period of this Contract shall end when the payment of the balance is made by the Contracting Authority and, in any event, at the latest 18 months after the end of the implementation period as stipulated in Article 2.3 unless postponed in accordance with Article 12.5 of Annex II.

Article 3 — Financing the Action

- 1 The total eligible costs are estimated at **EUR 390,000.00**, as set out in Annex III.
- 2 The Contracting Authority undertakes to finance a maximum amount of **EUR 343,200.00**.
The grant is further limited to **88%** of the total eligible cost of the Action specified in paragraph 1.
The final amount of the Contracting Authority's contribution shall be determined in accordance with Articles 14 and 17 of Annex II.
- 3 Pursuant to Article 14.7 of Annex II, **0.5%** of the final amount of direct eligible costs of the Action established in accordance with Articles 14 and 17 of Annex II, may be claimed as indirect costs.

Article 4 — Reporting and payment arrangements

- 1 Payments shall be made in accordance with Article 15 of Annex II option no. 2 as set out in Article 15.1
Initial pre-financing payment: **EUR 93,000.00**.
Further pre-financing payments(s): **EUR 215,200.00** (subject to the provisions of Annex II).
Balance of the final amount of the grant: **EUR 35,000** (subject to the provisions of Annex II).
- 2 The reporting period for the project is as follows:

For the first 12 months of implementation the reporting period is reduced to 6 months. A first interim (Narrative and Financial) report will be submitted after 6 months and a second interim report will be submitted after 12 months of implementation.

Article 5 — Contact addresses

- 5.1 Any communication relating to this Contract shall be in writing, state the number and title of the Action and be sent to the following addresses:

For the Contracting Authority

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

European Commission
Delegation of the European Union to Armenia
For the attention of Finance, Contract and Audit Section
Mrs Rozina Asatryan
21 Frik Street, 002 Yerevan, Armenia
Fax: +374 10 546495
E-mail: Rozina.Asatryan@eeas.europa.eu

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

European Commission
Delegation of the European Union to Armenia
For the attention of Cooperation Section
Ms. Line Urban
International Aid/Cooperation Officer
21 Frik Street, 002 Yerevan, Armenia
Fax: +374 10 546495
E-mail: Line.Urban@eeas.europa.eu

For the Coordinator

Shushan Doydoyan
President
Freedom of Information Center of Armenia (FOICA)
P. Buzand Street 1/3, 0010 Yerevan, Armenia
Tel: +374 91 407836
E-mail: sh.doydoyan@icloud.com

- 5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out by an external body authorised by the European Commission. The Coordinator will be informed in due time.

Article 6 — Annexes

6.1 The following documents are annexed to these Special Conditions and form an integral part of the Contract:

- Annex I: Description of the Action (including the Logical Framework of the Project and the Concept Note)
- Annex II: General Conditions applicable to European Union-financed grant contracts for External Actions
- Annex III: Budget for the Action (worksheets 1, 2 and 3)
- Annex IV: Procurement rules for Beneficiary(ies)
- Annex V: Standard request for payment and financial identification form
- Annex VI: Model narrative and financial report
- Annex VII: Standard template for Transfer of Asset Ownership

6.2 In the event of a conflict between the provisions of the present Special Conditions and any Annex thereto, the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

Article 7 — Other specific conditions applying to the Action

7.1 The General Conditions in Annex II are supplemented by the following:

7.1.1 Financial support to third parties may only be awarded in compliance with the conditions set in the Guidelines for applicants and in accordance with the criteria and conditions laid down in the Description of the Action in Annex I.

The maximum amount of financial support per each third party is limited to EUR 60.000.

7.1.2 VAT/ taxes, duties and charges are not eligible for the activities as described in Annex I.

Done in English in three originals, two originals being for the European Commission and one original being for the Beneficiary(ies).

For the Beneficiary(ies) ²

Name Shushan DOYDOYAN

Title President

Signature

Date

22/12/17

For the Contracting Authority

Name

Gregory TSOURIS

Title

Deputy Head of
Cooperation Section

Signature

Date

22/12/17

² In accordance with the mandate conferred on the Coordinator, (see application form), the Coordinator signs this Contract also on behalf of the other Beneficiaries, who, therefore, do not need to individually sign this Contract to become parties to it.